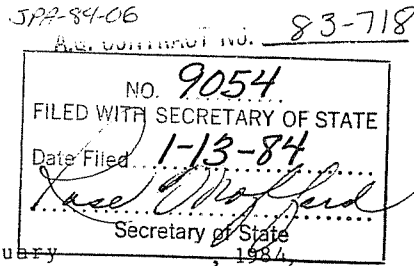


LANDSCAPE MAINTENANCE AGREEMENT

BASELINE ROAD AT I-10

(City of Tempe Median Islands)



THIS AGREEMENT, Made this 4th day of January, 1984,

pursuant to A.R.S. Sec. 11-951 through Sec. 11-954, by and between the Department of Transportation, Highways Division, an agency of the State of Arizona, thereunto duly authorized, hereinafter designated Department of Transportation and the City of Tempe, a municipal corporation, thereunto duly authorized, hereinafter designated as City.

WITNESSETH:

WHEREAS, it is to the mutual advantage of the Department of Transportation and the City to landscape the median islands within the Right-of-Way on Baseline Road between Roadway Station 316+84 and Roadway Station 326+04, a net distance of approximately 0.17 miles.

NOW THEREFORE, it is hereby mutually agreed by and between the Department of Transportation and the City, pursuant to the authority contained in A.R.S. Sec. 28-108, as follows:

1. The City shall prepare or have prepared plans for the landscaping and irrigation of the median islands and submit them to the Department of Transportation for approval.
2. Upon approval, the project will be constructed in accordance with the approved plans and specifications.
3. The City shall furnish all water during construction phase, and all water hereafter necessary to properly maintain the median island landscaping within the Right-of-Way on Baseline Road between Roadway Station 316+84 and Roadway Station 326+04, all at City expense.
4. The City shall maintain the median island landscaping in an attractive condition within the Right-of-Way on Baseline Road between Roadway Station 316+84 and Roadway Station 326+04.
5. The City hereby agrees to maintain the landscaping and irrigation system as it was designed and approved by the Department of Transportation and the City will not make any changes, additions or deletions without written approval by the Department of Transportation.

6. Any planting or maintaining of the planting within the median islands on Baseline Road between Roadway Station 316+84 and Roadway Station 326+04 shall be conducted in a manner to minimize traffic congestion and interference with thru traffic. The safety and welfare of the traveling public shall be a consideration at all times.

7. The City hereby agrees to save and hold harmless the Department of Transportation, or any of its departments, agencies, officers or employees from all cost and damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by an activity, condition, or event arising out of the performance or non-performance of any provision of this agreement by the City, any of its agents, or any of its independent contractors. The above cost incurred by the Department of Transportation or any of its departments, agencies or employees shall include in the event of an action, court costs, expenses of litigation and reasonable attorneys' fees. When any above cost, damage or other damage occurs as aforesaid, the City assumes the burden of proof that the activity, condition, or event did not cause such cost, damage or other damage.

8. This agreement shall be filed with the Secretary of State and shall become effective on the date of such filing.

9. Attached hereto are resolutions of the Department of Transportation and the City authorizing both entities to enter into this agreement, and a written determination by the City Attorney of Tempe that this agreement is in proper form and within the powers and authority granted to the City under the laws of this State.

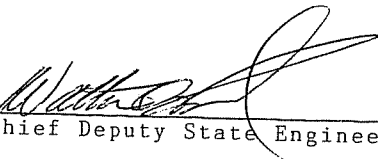
10. The effective date of this agreement shall be upon filing with the Secretary of State and shall remain in full force and effect for a period of five (5) years from the effective date unless terminated earlier by mutual consent of the parties hereto or unless this agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless the parties hereto mutually agree by formal amendment reflected herein to this agreement not less than one (1) month prior to the initial or renewed expiration date.

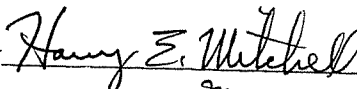
11. All parties are hereby put on notice that this Contract
(Agreement) is subject to cancellation by the Governor, pursuant to Arizona
Revised Statutes, Section 38-511.

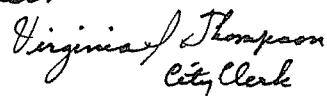
IN WITNESS WHEREOF the parties have executed two copies of this
agreement on the day and year herein written.

ARIZONA DEPARTMENT OF TRANSPORTATION

CITY OF TEMPE

By 
Chief Deputy State Engineer

By 
Mayor

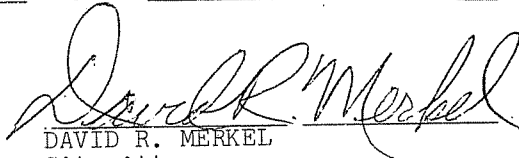
Attest:

City Clerk

APPROVAL OF TEMPE CITY ATTORNEY

I hereby state that I have reviewed the proposed intergovernmental agreement, between the Department of Transportation, Highways Division of the State of Arizona, and the CITY OF TEMPE, and declare the agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the City, to enter into said agreement.

DATED this 14th day of November, 1983.


DAVID R. MERKEL
City Attorney

- * (3) Tempe Chamber of Commerce Advance for Travel & Prospect Development
Councilman Ream moved that Council authorize a \$1,264.00 advance against the Chamber's 1983-84 appropriation in the Travel and Prospect Development Account; Councilman Plencner seconded; roll call vote 7-0.
- * (4) Parking Area Lease Agreement-Southern Pacific Railroad (North of Police Building)
Councilman Ream moved that the Council authorize the execution of the Lease Agreement for an area north of the Police/Courts Facility and extending east to the extended centerline of College Avenue; Councilman Plencner seconded; roll call vote 7-0.
- * (5) Request to Authorize Abatement of Complaint #14655 (North of Guadalupe, East of River)
Councilman Ream moved that the City Council authorize the abatement of Complaint #14665; Councilman Plencner seconded; roll call vote 7-0.
- * (6) Authorization to Execute Baseline Road Landscape Maintenance Agreements (Gosnell and Arizona Department of Transportation (ADOT))
Councilman Ream moved that the Council authorize landscape maintenance agreements with the Arizona Department of Transportation and The Gosnell Corporation for Baseline Road east and west of I-10 (900'); Councilman Plencner seconded; roll call vote 7-0.
- * (7) Authorization to Hire Engineers for Elliot-Kyrene Intersection Study-Project 83106
Councilman Ream moved that the City Council authorize the Mayor to execute an Engineering Agreement with Parsons-Brinkerhoff for the Elliot-Kyrene Intersection Study with a fee of \$23,100; Councilman Plencner seconded; roll call vote 7-0.
- * (8) Site Plan for Ramada Hotel (Formerly Holiday Inn-215 rooms, 115,120 s.f.; 5.32 acres) Triple T Inns, Inc., Neil Luton, NWC 52nd Street & I-10 Frwy at Broadway Road Access (1640 S. 52nd Street)(S-83.31)
Mayor Mitchell announced the public hearing. Councilman Ream moved that the Council approve this site plan with the following conditions: (1) Public Works Department approval of all street dedications, alleys, easements, driveways, drainage, water and sewer construction drawings, refuse pickup, off-site improvements and bikepaths are required; (2) Full street improvement on all lands covered by this request must be installed prior to the issuance of occupancy permits for the first phase of development. Details shall be approved by the Public Works Department; (3) This project shall be recorded with instructions to abandon the previously recorded PAD prior to building permits being issued. Details to be approved by the Public Works Department. (4) Preliminary fire access for the 4-story building shall be resolved with the Fire Marshal prior to Council action; (5) Refuse locations and equipment shall be reviewed with the refuse department and shown on the site plan prior to Council action; (6) This plan shall be reviewed by the Building Safety Department prior to Design Review Board action; (7) An agreement shall be entered into between the applicant and the State Department of Transportation whereby applicant will agree to install and maintain landscaping within the strip of State right-of-way adjacent to the south property line. Details to be approved and submitted to staff prior to recordation;

I, Virginia S. Thompson, the duly appointed City Clerk of the City of Tempe, Maricopa County, Arizona, do hereby attest that the following is a true and exact excerpt from the minutes of the November 10, 1983 Council Meeting of the City of Tempe, Arizona.

DATED this 18th day of November, 1983.

Virginia S. Thompson
Virginia S. Thompson, CMC, City Clerk



OFFICE OF THE
Attorney General
TRANSPORTATION DIVISION
1275 WEST WASHINGTON
PHOENIX, ARIZONA 85007
(602) 255-1680

ROBERT K. CORBIN
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. 83-718, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. Sec. 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 19th day of December, 198³.

ROBERT K. CORBIN
Attorney General

Albert Meyer
Assistant Attorney General
Transportation Division

RESOLUTION

Be it resolved on this date, January 4, 1984, I, WILLIAM A. ORDWAY, the below undersigned Director, Department of Transportation, have determined that it is to be to the advantage of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, and the CITY OF TEMPE, acting by and through its COMMON COUNCIL, enter into an intergovernmental agreement for the purpose of landscaping median islands within the Right-of-Way on Baseline Road between Roadway Station 316+ 84 and Roadway Station 326+04 and request the City to perform certain work and supply necessary materials required to maintain the specified areas in the manner specified in the attached agreement.

A handwritten signature in dark ink, appearing to read "W. A. Ordway", is written over a horizontal line.

W. A. ORDWAY, Director
Arizona Department of Transportation